

**SERIAL 03125 - RFP SIGNAGE (NIGP 80176)**

**CONTRACT PERIOD THROUGH FEBRUARY 28, 2007**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SIGNAGE (NIGP 80176)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 18, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

CH/mm  
Attach

Copy to: Clerk of the Board  
Steve Varscak, Facilities Management  
Sharon Tohtsoni, Materials Management

(Please remove Serial 01095-X from your contract notebooks)



## CONTRACT FOR INTERIOR AND EXTERIOR SIGNAGE

SERIAL 03125-RFP

This Contract is entered into this 18<sup>th</sup> day of February 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and the Fluoresco Lighting and Sign Maintenance Corporation, an Arizona corporation ("Contractor") for the purchase of interior and exterior building signage services.

### 1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of March 2004 and ending the 28th day of February 2007.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty-(30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit A. Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

- 4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.1 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.2 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management

Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, AZ 85003

For Contractor:

Fluoresco Lighting and Sign Maintenance Corporation  
3000 E. Chambers Street  
Phoenix, AZ 85040

**4.4 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.5 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.6 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or

creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.8 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.12 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.13 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.14 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.15 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Gary Grider  
\_\_\_\_\_  
PRINTED NAME AND TITLE

3000 E. Chambers Street, Phoenix, AZ 85040  
\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE



**EXHIBIT A  
PRICING**

**SERIAL 03125-RFP**

**SERIAL 03125-RFP**

PRICING SHEET C990509 / B0603886 / NIGP 80176

PROPOSER NAME: Fluoresco Lighting & Sign Maintenance Corp.  
F.I.D./VENDOR #: 10437  
PROPOSER ADDRESS: 3000 E. Chambers St.  
P.O. ADDRESS:  
PROPOSER PHONE #: 602-276-0600  
PROPOSER FAX #: 602-470-1313  
COMPANY WEB SITE: [www.fluoresco.com](http://www.fluoresco.com)  
COMPANY CONTACT (REP): Gary Gryder  
E-MAIL ADDRESS (REP): [ggryder@fluoresco.com](mailto:ggryder@fluoresco.com)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ YES ☒ NO ☐ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS: PROPOSERS ARE REQUIRED TO PICK ONE OF THE FOLLOWING.  
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 \_\_\_\_\_  
NET 15 \_\_\_\_\_  
NET 20 \_\_\_\_\_  
NET 30 \_\_\_\_\_  
NET 45 \_\_\_\_\_  
NET 60 \_\_\_\_\_  
NET 90 \_\_\_\_\_  
2% 10 DAYS NET 30 \_\_\_\_\_  
**1% 10 DAYS NET 30** GG \_\_\_\_\_  
2% 30 DAYS NET 31 \_\_\_\_\_  
1% 30 DAYS NET 31 \_\_\_\_\_  
5% 30 DAYS NET 31 \_\_\_\_\_

**1.0 PRICING:**

Sizing depicted as Height X Width, measured in inches.

Please refer to the County Standards Graphics Manual and the contract specifications.

Prices listed are each, with quantity discounts. Quantity discounts available only if items are purchased at same time.

Interior signs and door signage shall have installation cost included in the price.

Installation of exterior signs shall be separately quoted.

Sign removal shall be separately quoted.

**EXHIBIT A  
PRICING**

**SERIAL 03125-RFP**

**SERIAL 03125-RFP  
FLUORESCO LIGHTING AND SIGN MAINTENANCE  
CORPORATION**

			<b>Extended Pricing</b>		
			<u>QTY: 1-10</u>	<u>QTY: 11-20</u>	<u>QTY: 21-50</u>
<b>DIRECTIONAL (Schedule 1A - 5B)</b>					
1.1	2-line	8h X 18w	\$ 428.40	\$ 388.80	\$ 365.40
1.2	4-line	12h X 18w	\$ 514.80	\$ 466.20	\$ 423.00
1.3	7-line	17h X 15w	\$ 565.20	\$ 511.20	\$ 462.60
<b>RESTROOM (Schedule 2a)</b>					
1.4	MEN	8h X 18w	\$ 446.40	\$ 405.00	\$ 367.20
1.5	WOMEN	8h X 18w	\$ 446.40	\$ 405.00	\$ 367.20
<b>LOCATION/WARNING/INSTRUCTION (Schedule 3A - 3G)</b>					
1.6	IN CASE OF FIRE...	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
1.7	ROOM #	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
1.8	MECHANICAL-AUTH...	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
1.9	STAIRS	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
1.10	FLOOR #	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
1.11	ROOF ACCESS	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
1.12	other	8h X 18w	\$ 462.60	\$ 419.40	\$ 379.80
<b>IDENTIFICATION 1-LINE (Schedule 4A - 4B)</b>					
1.13	1-line changeable	5 1/4h X 12w	\$ 277.20	\$ 252.00	\$ 228.60
1.14	1-line	5 1/4h X 12w	\$ 253.80	\$ 230.04	\$ 208.98
<b>IDENTIFICATION 2-LINE (Schedule 5A - 5B)</b>					
1.15	2-line changeable	6h X 12w	\$ 293.40	\$ 266.40	\$ 243.00
1.16	2-line	6h X 12w	\$ 270.00	\$ 243.00	\$ 221.94
<b>LARGE HORIZONTAL MONUMENT (Schedule 6A)</b>					
1.17	building name/address	84h X 84w	\$ 9,437.40	\$ 9,055.80	\$ 8,676.00
<b>SMALL HORIZONTAL MONUMENT (Schedule 6B)</b>					
1.18	building name	60h X 84w	\$ 7,079.40	\$ 6,816.60	\$ 6,552.00
<b>DIRECTIONAL MONUMENT (Schedule 7A)</b>					
1.19	5-line	72h X 48w	\$ 7,036.20	\$ 6,755.40	\$ 6,476.40
<b>SMALL VERTICLE MONUMENT (Schedule 7B)</b>					
1.20	building name/address	72h X 48w	\$ 6,262.20	\$ 6,021.00	\$ 5,779.80
<b>REMOTE / TEMPORARY (Schedule 8A - 8D)</b>					
1.21	2-post sign	96h X 36w	\$ 3,319.30	\$ 3,138.80	\$ 3,138.80
1.22	2-post site sign	96h X 58w	\$ 3,938.70	\$ 3,682.20	\$ 3,682.20
1.23	multi-use 2-post sign	96h X 72w	\$ 4,204.70	\$ 3,957.70	\$ 3,957.70
1.24	multi-use wall mtd. sign	52h X 66w	\$ 2,397.80	\$ 2,236.30	\$ 2,236.30
<b>DOOR ENTRY, SINGLE DOOR (Schedule 9A)</b>					
1.25	single door, per graphics manual		\$ 482.40	\$ 459.90	\$ 437.40

**EXHIBIT A  
PRICING**

**SERIAL 03125-RFP**

**Extended Pricing**

QTY: 1-10   QTY: 11-20   QTY: 21-50

**DOOR ENTRY, DOUBLE DOOR  
(Schedule 9B)**

double door, per graphics			
1.26 manual	\$ 820.80	\$ 783.00	\$ 745.20

**OTHER SIGNS:**

Signs made of plastic, carved laminate,  
foam board, cardboard, etc. shall be  
separately quoted.

During business hours	
1.27 (6:00 AM - 6:00 PM)	\$36.00 /per hr.
1.28 After hours:	\$54.00 /per hr.
1.29 Weekends/Holidays:	\$54.00 /per hr.
Materials, supplies, cost	
1.30 plus:	20 %

**EXTERIOR SIGNS:**

Please note that all of the above  
unit pricing **includes** installation.  
Per request, we are providing the  
install cost separately as listed below:

LARGE HORIZONTAL MONUMENT (Schedule 6A)	\$ 1,440.00
SMALL HORIZONTAL MONUMENT (Schedule 6B)	\$ 1,440.00
DIRECTIONAL MONUMENT (Schedule 7A)	\$ 1,114.00
SMALL VERTICAL MONUMENT (Schedule 7B)	\$ 1,114.00
REMOTE / TEMPORARY (Schedule 8A - 8D. 1.21 - 1.23)	\$ 814.00
1.24 multi-use wall mtd. sign      52h X 66w	\$ 215.00

**EXHIBIT B  
SCOPE OF WORK**

**SERIAL 03125-RFP**

**1.0 INTENT:**

The intent of this Contract is to establish a single source for interior and exterior signage. This to include, but not limited to: interior identification signs (directional, restroom, mechanical rooms, identification, etc.), exterior signs (monument, building, remote/temporary, door entry, lighted, etc.), and other types of signage as required, and on an as needed basis. The successful Contractor shall be responsible for the manufacturing and installation of all signs requested by the County.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

**2.0 SCOPE OF WORK:**

2.1 All signs are to follow establish specifications as outlined in the Maricopa County Graphic Standards Manual. These to include colors, type style, materials, and sizes. The Maricopa County Graphics Standards Manual is available for view on the County's Intranet. As this site is internal to the County agencies, the Contractor will not have access to it unless an internal County source is able to provide them access. A hardcopy is available by contacting the Office of Communications, 602/506-7063.

2.2 Road signs, vehicle decals, and trophy plaques shall not be part of this solicitation.

2.3 Required Sign Specifications (Performance Specifications):  
The Contractor shall be responsible in developing the actual performance specification drawings (working drawings) for the sign manufacture for all sign schedules 1A through 9B. The specification drawings shall be generated electronically in a software programs such as Illustrator or Coral, which depicts construction, details, materials descriptions, dimensions of individual components and profiles, and finishes for each type of sign.

2.4 SIGN SCHEDULE:

The specifications below were obtained from the Graphic Standards Manual. Please refer to the manual for more detailed drawings, color plates, etc., and other pertinent information.

2.4.1 Interior Signs (1A – 5B):

Type: Avenir Heavy and Roman, and Minon Regular, 1/32" raised tactile copy and symbols painted, color: PMS Cool Gray 9

Flat Plate: Acrylic back plate painted, color: Cream and PMS Cool Gray 4

Metal: #4 brushed stainless, horizontal grain, color: PMS Cool Gray 9

Braille: Grade 2 Braille bullet mount set, painted to match background

Schedule: DIRECTIONAL--

#1A Directional, two lines, 8" height, 18" width

#1B Directional, four lines, 12" height, 18" width

#1C Directional, seven lines, 17" height, 15" width

RESTROOM--

#2A Restroom, MEN or- WOMEN, 8" height, 18" width (with figure symbols)

LOCATION / WARNING / INSTRUCTION--

8" height, 18" width

#3A INCASE OF FIRE ...(w/ symbol)

#3B ROOM #

#3C MECHANICAL – AUTHORIZED PERSONNEL ONLY

#3D STAIRS (w/ symbol)

#3E FLOOR #

#3F ROOF ACCESS

#3G other

**EXHIBIT B  
SCOPE OF WORK**

**SERIAL 03125-RFP**

**IDENTIFICATION ONE LINE--**

#4A Identification, changeable one line, 5 1/4" height, 12" width

#4B Identification, one line, 5 1/4" height, 12" width

**IDENTIFICATION TWO LINE--**

#5A Identification, changeable two lines, 6" height, 12" width

#5B Identification, two lines, 6" height, 12" width

**2.4.2 Large/Small Monument Signs (6A – 6B):**

Top: #4 brushed stainless, horizontal grain.

Seal: 1/4" flat cast aluminum with acrylic polyurethane finish, 3M-VHB mount.

Type: Avenir Heavy and Roman, and Minon Semi Bold, 1/8" flat aluminum letters painted acrylic polyurethane, 3M-VHB mount, color: PMS Cool Gray 9.

Face: 1/8" aluminum box painted overall with acrylic polyurethane, color: Cream

Base: Structural material and color at the base (including the reveal) to be selected by the County Planning Division on a building by building basis for compatibility with the specific location.

**Schedule:**

#6A LARGE HORIZONTAL MONUMENT SIGN, building name and address, 84" height, 84" width

#6B SMALL HORIZONTAL MONUMENT SIGN, building name, 60" height, 84" width

**2.4.3 Directional/Small Vertical Monument Signs (7A – 7B):**

Top: #4 brushed stainless, horizontal grain.

Seal: 1/4" flat cast aluminum with acrylic polyurethane finish, 3M-VHB mount.

Type: Avenir Heavy and Roman, and Minon Semi Bold, 1/8" flat aluminum letters painted acrylic polyurethane, 3M-VHB mount, color: PMS Cool Gray 9.

Face: 1/8" aluminum box painted overall with acrylic polyurethane, color: Cream

Base: Structural material and color at the base (including the reveal) to be selected by the County Planning Division on a building by building basis for compatibility with the specific location

**Schedule:**

#7A DIRECTIONAL MONUMENT SIGN, five line, 72" height, 48" width

#7B SMALL VERTICAL MONUMENT SIGN, building name and address, 72" height, 48" width

**2.4.4 Remote/Temporary Signs (8A – 8C):**

Face: 1/8" aluminum sign box to match depth of posts, 3" to 4", color: Cream

Posts: 3" to 4" aluminum posts and end caps painted with acrylic polyurethane, mounting to be determined by site

Type: Avenir Roman, Minon Regular, and Semi Bold, text to be epoxy screen printed, color: Indigo and Black

Band: Reversed Minon Semi Bold, color: Burnt Red.

**Schedule:**

#8A TWO POST SIGN, 96" height, 36" width

#8B TWO POST SITE SIGN, 96" height, 58" width

#8C MULTI-USE TWO POST SIGN, 96" height, 72" width

#8D MULTI-USE WALL MOUNTED SIGN, 52" height, 66" width

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2.4.5 Door Entries (9A – 9B):

Signature: Maintain 1 seal width from the inside edge of the door.

Type and Symbol:

Choose door and window set-up for formatting. For size approximations, please refer to the Graphics Standard Manual, Section 5.6, the second diagram

Building Number and Hours:

Avenir Heavy, color: White

Hours and Warning:

Avenir Roman, color: White

Schedule:

#9A SINGLE DOOR, vinyl type, white and red vinyl material

#9B DOUBLE DOOR, vinyl type, white and red vinyl material

2.4.6 Other *Types* Of Signs Not Listed Herein and Not In The Graphics Manual:

Other types signs are defined as those made of different materials and mounting methods not listed herein or the graphics manual, and considered inconsequential. They may be incidental types (i.e., plastic, carved laminate, foam board, cardboard for interior usage. Or exterior types such as building mounted address numbers, or building name-mounted-to-wall with individual letters, etc., etc.). It is estimated these types are a miniscule quantity and shall be priced 'as needed'.

2.4.7 Other *Sizes* Of Signs Not Listed In Schedule 1A – 9B:

If a department is requesting signage in §2.4.1 – 2.4.5 of a size not listed, written approval must be obtained from the Office of Communications, 602/506-7063.

Other Sizes Of Signs Not Listed In Schedule 1A – 9B may be subject to engineering costs dependent upon their size, type and application.

2.5 PRICING:

Interior signs and door entries are line item priced based on quantity purchase as listed in EXHIBIT A 1, PRICING. Installation costs shall be included. For exterior signs, as the location, topography, and mounting method varies, installation shall be price-quoted by number of labor hours plus materials, as separate (See also §2.12.5).

2.6 MONUMENT SIGNS --DOUBLE SIDED:

Monument signs requiring double-sided exposure shall be priced at two-times (2X) the contract price.

2.7 BUILDING IDENTIFICATION -- ADDRESS/NAME SIGNS:

There may be an occasion where the County will need address/name signs attached to the exterior walls of a building, in such size, color, and location that will require special mounting materials and specialized man-lift equipment. The Contractor shall be provided a scope of work detailing size location and mounting method (See also §2.8, Rental Equipment).

2.8 RENTAL EQUIPMENT:

Should it be a requirement the Contractor rent *lift equipment* for building signage, the cost of the rental equipment shall be billed back to the County as a separate line item charge on the invoice and not to exceed a five percent (5%) mark-up. A copy of the sales receipt from the rental company must be attached to Contractor's invoice.

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**2.9 REQUIRED LOCATOR SERVICES, EXTERIOR SIGNS:**

It shall be the Contractor's responsibility to obtain locator services to perform underground utility locations when planning to install exterior signs requiring posthole or foundation excavation. If this procedure IS NOT followed, and the Contractor damages any utility lines (electric, water, irrigation, gas, sewer, telecommunications, etc.) either on public or private property, it shall be the Contractor's responsibility to pay for repairs of such. The cost of the locator services shall be billed back to the County as a separate line item charge on the invoice not to exceed a five percent (5%) mark-up. A copy of the sales receipt from the locator company must be attached to Contractor's invoice.

**2.10 LIGHTED EXTERIOR MONUMENT SIGNS:**

The Contractor must have the capability to perform electrical appliance lighting attachments and connections to exterior signage. This includes obtaining the appliance, actual installation, and final electrical connection. Electrical power to the sign will be the responsibility of the County. The lighting may be ground-mounted flood-type or located at the top. It is estimated not many exterior signs will require lighting. Detailed shop drawings will be provided the Contractor should this requirement be requested.

**2.11 MUNICIPAL PERMITS, EXTERIOR SIGNS AND BUILDING SIGNS:**

All municipal rules/regulations regarding outdoor signs must be followed. It shall be the responsibility of the Contractor to obtain and pay for permits/fees/variances for all outdoor signage (i.e., directional, monument, building mounted, etc.). The cost of this shall be billed back to the County as a separate line item charge on the invoice not to exceed a five percent (5%) mark-up. A copy of the sales receipt from the municipality must be attached to Contractor's invoice.

**2.12 SIGNAGE – LARGE PROJECTS:**

2.12.1 There may be times wherein work will encompass making and installing signage for an entire floor, several floors, or the entire building (either existing or under construction). Project work shall mean work performed on as "all inclusive" as opposed to time and materials. The Contractor assigned to this contract shall work with the Facilities Management Department and the County agency (or architect) to establish locations of all signs the contractor plans to provide for the scope of work. The Contractor and staff from FMD shall visit the site (or if a new building, study the sign schedule of the new plans) and develop a conceptual evaluation plan – i.e., plan showing where each type of sign is to be located. All large-scale projects must be pre-approved by the County prior to implementation.

2.12.2 As such, the Contractor MUST submit a response, with a price for the project. No quote from the contractor shall have terms and conditions or a provision for a signature from the County. All terms and conditions are those established under this agreement.

2.12.3 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD and the County agency prior to any written authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment.

2.12.4 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized. Any taxes imposed must be included in

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the total project cost and not a separate line item (Exception of tax: time and materials work and only on materials).

- 2.12.5 Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates in EXHIBIT A 1, PRICING.

**2.13 REGULATORY REQUIREMENTS:**

The Contractor must follow established rules and guidelines for--

- a. ANSI A117.1 "Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People".
- b. Public Law 101-336 "The Americans with Disabilities Act of 1990 (ADA)
- c. ADA Accessibility Guidelines (ADAAG)
- d. The Arizona with Disabilities Act of 1992 Administrative Rules (AzDAAG)
- e. Uniform Federal Accessibility Standards (UFAS)

**2.14 SIGN MATERIALS:**

Materials shall be new stock, free from defects, or imperfections in strength, durability, and appearance. Provide materials as shown and detailed on drawings and as specified. If construction materials can be altered wherein a savings to the County could be realized, the Contractor shall so instruct the County and a determination be made if such material changes are acceptable.

**2.15 MOUNTING METHODS:**

- 2.15.1 Use concealed fasteners, hook-and-loop tape, double-sided vinyl tape, magnetic tape or silicone adhesive fabricated from materials that are not corrosive to sign materials and mounting surface. Install signage plumb and level.

2.15.2 Anchors and Inserts:

Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.15.3 Tape:

VHB (very high bond) double stick foam tape as manufactured by 3M or equivalent.

2.15.4 Outdoor Sign Anchoring Requiring Concrete or Special Footing:

Some outdoor signs shall require pre-dug post holes packed with concrete fill. This to be performed as Time and Materials, separate from the actual sign cost. If other type of ground anchoring is required, this also will be identified. In EXHIBIT A 1, PRICING, exterior sign pricing will be priced WITHOUT INSTALLATION. Due to the different site topography and special applications, each will be on a building-by-building basis for compatibility with the specific location (See also §2.5).

**2.16 INSTALLER QUALIFICATIONS:**

The Contractor must have on staff experienced installers who are authorized representatives of the contractor for sign installation.

**2.17 BACKGROUND CHECKS:**

A background check will be a requirement for all employees of Contractor's staff providing sign services to the County. This requirement is essential due to the need to access areas within the



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County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this requirement.

There are three types of background checks required:

Maricopa County Sheriff's Office  
Maricopa County Attorney's Office  
Maricopa County Superior Court

**2.18 DAMAGE TO COUNTY PROPERTY:**

The Contractor shall install signage, remove signage, or repair signage in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.19 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.20 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one business day to correct the work. Labor for all re-work will be at no cost to the County.

2.21 The Materials Management Department procurement officer, or the Contract Administrator of the Facilities Management Department shall decide all questions or interpretations which may arise as to the quality and acceptability of any work performed under this contract. Under the provisions of the Maricopa County Procurement Code, MC1-906, unresolved disputes will be handled administratively, and ultimately by the Materials Management Department.

**2.22 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**2.23 INVOICING:**

After completion, the Contractor shall submit an invoice to the County agency that has made the request.

Invoices must contain—

- (a) Purchase order number or P-card notation;
- (b) Contract payment terms;
- (c) Contract serial number;
- (d) Job site name and address, with FMD site number;
- (e) Description of work performed;
- (f) Quantity, type and price of sign;
- (g) Installations charges (if applicable) --  
Must have quantity labor hours, contract labor rate, extended total, materials itemized and other equipment or permits or service charges;
- (h) Tax on commodity only;
- (i) Total

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Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.24    **TAX:**

Taxes shall be imposed on signs, materials, and supply commodities purchased by the County and not labor. No tax shall be levied against labor (Exceptions: project work). Pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in invoice price.

**FLUORESCO LIGHTING-SIGN MAINTENANCE CORPORATION, 3000 E. CHAMBERS STREET,  
PHOENIX, AZ 85040**

PRICING SHEET C990509 / B0603886 / NIGP 80176

Terms:	1% 10 Days Net 30
Federal Tax ID Number:	86-0193910
Vendor Number:	860193910 A
Telephone Number:	602/276-0600
Fax Number:	602/470-1313
Contact Person:	Gary Gryder
E-mail Address:	<a href="mailto:ggryder@fluoresco.com">ggryder@fluoresco.com</a>
Company Web Site:	<a href="http://www.fluoresco.com">www.fluoresco.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>February 28, 2007.</b>